

4149

ALABAMA, SHELBY COUNTY.

THIS INDENTURE, MADE AND ENTERED INTO THIS THE 18th DAY OF JULY, 1956, BY AND BETWEEN ALEXANDER SCHOETTLIN AND HIS WIFE, ANNA BARBARA SCHOETTLIN, OF SAID STATE AND COUNTY, HEREINAFTER REFERRED TO AS LESSOR, AND E. D. OVERSTREET, OF GWINNETT COUNTY, GEORGIA, AND JOHN D. WILLIAMSON, OF CHILTON COUNTY, ALABAMA, HEREINAFTER REFERRED TO AS LESSEE,

WITNESSETH:

1. LESSOR, FOR AND IN CONSIDERATION OF THE SUM OF TWENTY-FIVE CENTS PER TON OF MERCHANTABLE, COMMERCIAL CLAY EXCAVATED AND SOLD FROM LESSOR'S LAND HEREINAFTER DESCRIBED, HAS THIS DAY LEASED AND CONTRACTED WITH LESSEE ALL OF THE CLAY DEPOSITS UPON THE FOLLOWING PROPERTY, TO WIT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SAID STATE AND COUNTY, CONTAINING ONE HUNDRED EIGHTY-EIGHT (106) ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 21, RANGE 2 WEST, AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 21, RANGE 2 WEST, AND ALL THAT LAND LYING WEST OF THE RIGHT-OF-WAY OF THE L&N RAILROAD IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 21, RANGE 2 WEST, AND ALL THAT LAND LYING WEST OF THE RIGHT-OF-WAY OF THE L&N RAILROAD IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 21, RANGE 2 WEST.

2. LESSEE SHALL HAVE FULL RIGHTS OF INGRESS AND EGRESS TO SAID DESCRIBED PROPERTY AND SHALL USE SAID PROPERTY ONLY FOR PURPOSES OF EXCAVATION OF CLAY AND THE MARKETING THEREOF. LESSOR SHALL HAVE THE RIGHT TO USE SAID PROPERTY FOR ANY PURPOSE OTHER THAN THAT COVERED BY THIS INSTRUMENT SO LONG AS SAID USE DOES NOT INTERFERE WITH THE EXCAVATION OF CLAY.

3. LESSEE SHALL HAVE THE RIGHT TO BUILD, CONSTRUCT, AND ERECT ALL BUILDINGS AND SHEDS NECESSARY FOR THE SUCCESSFUL OPERATION OF THE MARKETING OF CLAY, AND SHALL HAVE THE FULL RIGHT TO THE USE OF SAID PREMISES TO PROPERLY AND REASONABLY CARRY ON THE BUSINESS OF MARKETING CLAY.

4. LESSEE SHALL SAVE LESSOR HARMLESS AND FREE FROM ALL LIABILITY ARISING OUT OF AND IN THE COURSE OF THE OPERATIONS HEREIN PROVIDED.

5. LESSEES SHALL PAY LESSOR THE SAID SUM OF TWENTY-FIVE CENTS PER TON FOR EACH TON OF COMMERCIAL CLAY ACTUALLY SOLD BY LESSEE IMMEDIATELY UPON RECEIPT OF PAYMENT, AND LESSOR SHALL HAVE THE RIGHT TO INSPECT THE SALES RECORDS OF LESSEE AT ANY TIME.

6. THE TERM OF THIS AGREEMENT SHALL COMMENCE UPON EXECUTION OF THIS INSTRUMENT AND SHALL CONTINUE FOR A PERIOD OF THIRTY YEARS FROM DATE OF EXECUTION.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND AFFIXED THEIR SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

Alexander Schoettlin (SEAL)
ALEXANDER SCHOETTLIN

Anna Barbara Schoettlin (SEAL)
ANNA BARBARA SCHOETTLIN

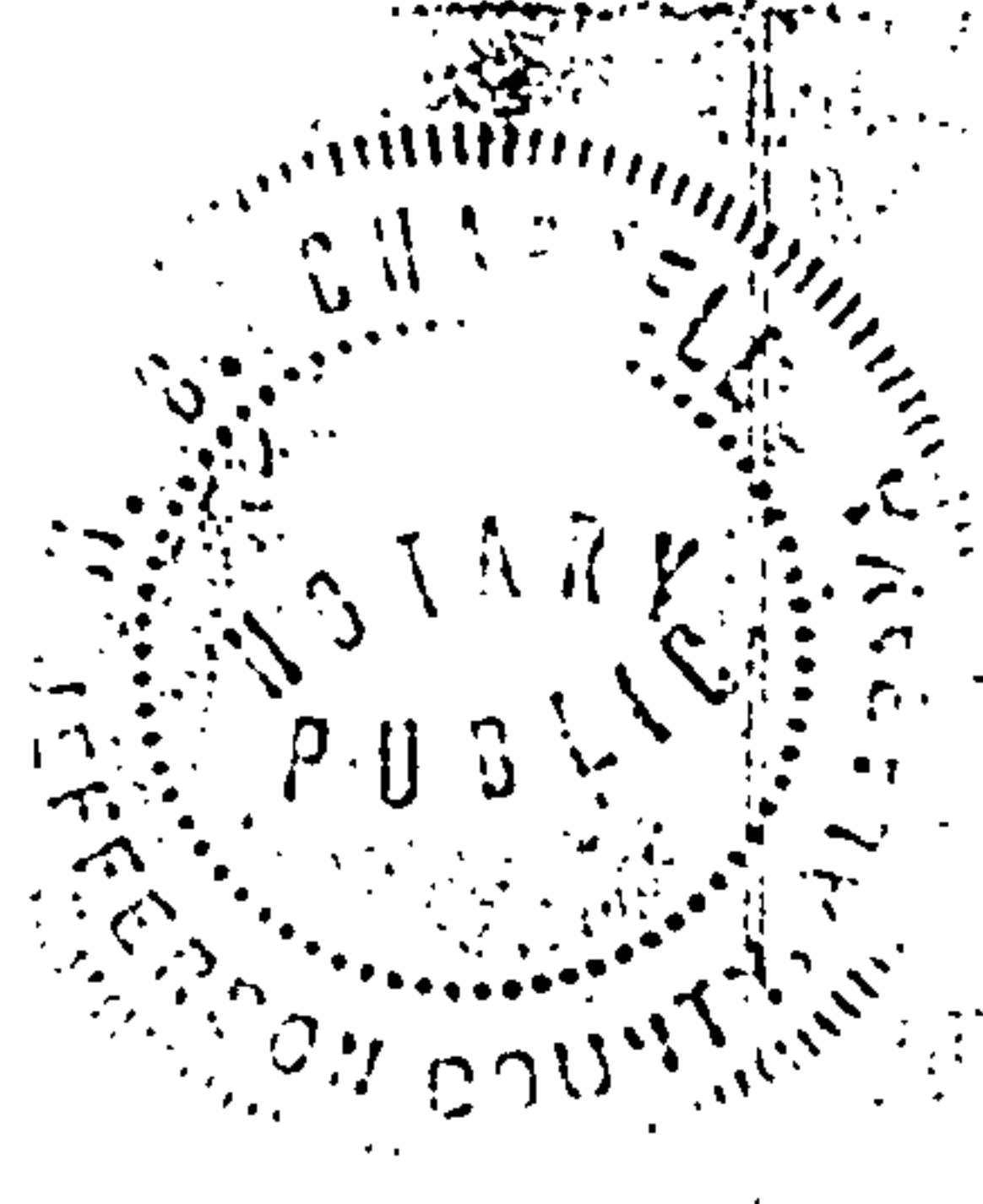
E. D. Overstreet (SEAL)
E. D. OVERSTREET

John D. Williamson (SEAL)
JOHN D. WILLIAMSON

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

M. B. Chappell
Notary Public
H. W. Schreiner
Witness

John D. Williamson
Witness



STATE OF ALABAMA, SHELBY COUNTY
I, L. C. Walker, Judge of Probate, hereby certify that the within Deed
was filed for record the 21 day of July, 1926, at 2 o'clock P. M.
and recorded in Book 181 Page 478, and the Mortgage Tax of 0.
Deed Tax of 14.00 has been paid. L. C. Walker Judge of Probate